

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **DG5502**Due Date: **08/10/04 at 3:00 P.M.**

Date Sent: July 9, 2004

Goods and services to be
 purchased:

VOTING SYSTEM SOLUTION FOR THE STATE OF UTAH ELECTIONS OFFICE**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u> The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: DG5502

Due Date: 08/10/04

Vendor Name:

State of Utah Division of Purchasing Approval	Date	Contract Number
Douglas G. Richins, Director		

STATE OF UTAH VOTING SYSTEM SOLUTION THAT IS UNIFORM, QUALIFIES FOR FEDERAL FUNDING, OFFERS PRIVACY AND IS ACCESSIBLE TO ALL VOTERS AND MEETS OR EXCEEDS THE HELP AMERICA VOTE ACT STANDARDS, PER ATTACHED SPECIFICATIONS.

QUESTIONS ARE DUE BY 07/19/2004. QUESTIONS WILL BE POSTED BY 07/26/2004.

FOR A WORD COPY OF THIS DOCUMENT PLEASE CONTACT KELLEY MILLS VIA E-MAIL AT klmills@utah.gov.

FOR MORE INFORMATION OR CLARIFICATION PLEASE CONTACT DEBBIE GUNDERSEN AT 801-538-3150.

REFERENCE COMMODITY CODE(S): 57835000000, 93690000000

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and

all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

STATE OF UTAH
REQUEST FOR PROPOSAL
VOTING SYSTEMS/EQUIPMENT
SOLICITATION # DG5502
ISSUED JULY 9, 2004



Lt. Governor Gayle McKeachnie
State Elections Office
Utah State Capitol Complex, Suite E325
P.O. Box 142325
Salt Lake City, Utah 84114-2325
Tel. (801) 538-1041
Fax (801) 538-1133
elections@utah.gov
www.elections.utah.gov

TABLE OF CONTENTS

Part 1 Introduction.....	Page 3
Part 2 Mandatory Requirements.....	Page 11
Part 3 General Evaluation Criteria.....	Page 29
Section A Security and Accuracy.....	Page 32
Section B Ability to Support System.....	Page 35
Section C Election Management.....	Page 38
Section D Ease of Use and Accessibility.....	Page 44
Section E Reliability and Durability.....	Page 47
Attachment A Evaluation Sheet.....	Page 49
Section F Cost Proposal.....	Page 52
Attachment B Information on Counties in Utah.....	Page 63
Attachment C Bond Statement.....	Page 64
Attachment D Bid Bond.....	Page 65

PART 1 INTRODUCTION

The Utah Lieutenant Governor's Office is soliciting proposals to procure the services of an offeror capable of providing, for use in the State of Utah, a voting system solution that is uniform, qualifies for federal funding, offers privacy and is accessible to all voters, meets or exceeds the Help America Vote Act Standards and inspires voter confidence.

This system must provide a secure and reliable, on-demand, easy to use, cost-effective voting system at the polling places. It must also provide options for absentee, early, provisional, and write in candidate ballots for use by the citizens of Utah for any Federal, State or Local election. The system must be fully implemented for the November 2006 Election cycle, which begins with a primary election in June of 2006.

Utah has twenty-nine counties, approximately 1900 precincts and approximately 1500 polling places. Utah law limits precinct sizes to a maximum of 1000 active voters though in most elections, clerks are able to combine precincts up to 3000 voters. Currently there are 1,130,000 registered voters in Utah. For details on population, total registered voters and type of equipment used, see Attachment A.

The State of Utah intends to make the initial purchase of a uniform voting solution consisting of all necessary equipment. Ownership of the equipment will be turned over to the individual counties.

Overview of Procurement Process

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

The State of Utah reserves the right to evaluate each type of equipment proposed as a solution with other like types of proposed equipment solutions. Each type or group will be evaluated independently. The State will determine which proposed solution best meets the State's requirements and will make an award based on this decision. The award may not necessarily be made to the highest overall scoring offeror. Rather, the award will go to the highest scoring offeror for the proposed solution preferred by the State of Utah.

Acronyms and Definitions

ABS—Absentee Ballot System

Combined Precinct—a group of precincts combined in accordance with UCA into one for the purposes of consolidating voting and balloting.

DRE or electronic voting system- Is one that:

Records votes by means of a ballot display provided with mechanical or electro-optical devices;

Processes the data by means of a computer program;

Records voting data and ballot images in internal memory devices;

Tabulates voting data as hard copy or stored in a removable memory device; and,

Incorporates an audio interface for non-visual access.

Early Voting—Ability of voters to cast an absentee ballot in person during a prescribed period of time prior to Election Day.

Election Officials—Employees or designees of the Lt. Governor's State Elections Office, county clerks and their designees and any administrator who conducts elections for a political subdivision of the state or his/her designee.

EMS—Election Management System. This includes all components of the voting system that allow the election official to create, define, tabulate and manage an election.

Evaluation—The in-depth review and analysis of offerors' proposals. It involves the application of judgment to the offeror's proposed price and performance using the express evaluation factors and criteria in the solicitation and the procedures outlined herein. The purpose of evaluation is to identify deficiencies, omissions, and need for clarification in proposals, determine the existence of price and technical realism, and discriminate among proposals as to which best meets the acquisition objectives so that an appropriate selection and award is made.

HAVA—Help America Vote Act

Lieutenant Governor (LG)—The Chief Election Official for the State of Utah. This also includes the State Elections Office.

Offeror—a vendor of voting systems who returns a properly completed bid in response to this RFP. This term includes all entities and employees of those entities that are directly or indirectly included in proposal pursuant to this RFP.

Overvote— A casting of more selections per race or ballot issue than allowed.

Polling Place—State or local election officials designated voting facility where citizens cast ballots and includes one or more precincts.

Precinct—A geographical area, established by a county clerk, within which all electors vote at one polling place.

Provisional Ballot—Allows an individual whose name does not appear on the precinct's list of registered voters to cast a ballot. This ballot is not added to other voted ballots until it is determined by local election officials whether the individual was properly registered to vote in the election in question or not.

RFP—Request for Proposal

Scratch Vote—An action by the voter in which the voter selects to vote straight party but one or more races for a candidate in another party are marked. All votes cast for straight party count for that party with the voters marked exceptions. These are exceptions to overvotes.

Split Precinct—A situation where voters in the same precinct or combined precincts are voting on different ballots.

Straight Party Vote—An action by the voter where one mark can be made to indicate votes for all candidates on the ballot in one political party.

UCA—Utah Code Annotated (State statutes)

VESC—Voting Equipment Selection Committee. The Committee formed by the LG to write the RFP, evaluate the proposals and select a voting solution for use in the State of Utah.

Voting Solution—The total package provided by an offeror that allows election officials to run the election and voters to vote in an election. This includes a system that accommodates voters with disabilities.

Voting Unit—The device used by a voter to record his/her vote. It includes the recording device, the voting booth, all electrical cords and other necessary wires and cables, a suitable power failure back-up system, and any necessary controlling unit or equipment.

VWD—Voter with a Disability. A registered voter with one or more physical or mental impairments/conditions who needs an accommodation for his or her impairment to vote.

VWD Unit—A voting system that meets or exceeds the requirements of HAVA.

Write-in Vote—An action by the voter where the voter has opted to vote for a valid candidate whose name is not on the ballot by writing in the candidate's name.

Submitting Your Proposal

One original and 15 identical copies and one electronic version of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office, Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall also be submitted in electronic format as an RTF file or an MS Word document.

Potential offerors should note that the State of Utah reserves the right to withdraw or cancel this procurement at any time prior to the issuance of a Notice of Award.

Award(s) shall be made to the responsible offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the State, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The State of Utah reserves the right to reject any and all proposals submitted in response to this request. The State of Utah reserves the right to accept or reject any and all parts of the proposals submitted.

Issuing Office and RFP Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it on behalf of the LG. The reference number for the transaction is Solicitation # DG5502. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

State Purchasing Contact

Name: Debbie Gundersen
Title: State Purchasing Agent
3150 State Office Building
Salt Lake City, Utah 84114
Telephone: (801) 538-3150
Fax: (801) 538-3882
E-mail: dgundersen@utah.gov

Length and Type of Contract

Award of the RFP will result in a statewide contract which allows cities, counties, towns and school districts directly from this contract. The contract resulting from this RFP will be for a period of 5 years. The contract may be extended beyond the original contract period for one or two one-year renewal options at the State's discretion and by mutual agreement.

Price Guarantee Period

All pricing must be guaranteed for the term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment of the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in market or allowable discount.

The proposed price shall be considered firm for up to 120 days following the submission of the proposal.

Standard Contract Terms and Conditions

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>.

Bond

A **Mandatory** 5% Bid Bond will be required at the time of the RFP submittal and a 100% Performance/Payment Bond will be required of the successful bidder within 14 days after receipt of award. Please complete a Bond Statement and a Bid Bond Form that are attached at the end of the RFP specifications. Failure to include Bid Bond will result in rejection of bid.

Questions

All questions must be submitted in writing and may be submitted to Debbie Gundersen via e-mail at dgundersen@utah.gov or via fax at (801) 538-3882. Questions are due by 5:00 p.m. on July 19, 2004. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

Discussions with Offerors (Oral Presentation)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

Proprietary Information

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must

clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

Tentative Schedule of Events

These dates are subject to change based on the number of qualified proposals received and other unforeseen events.

July 9	Release RFP
July 19	Questions due
July 26	Questions answered
August 10	Proposals due
August 10-26	Committee reviews proposals
August 27	Committee narrows down to 2-4 finalists
September 16-17	Oral presentations/demonstrations
November 22	Winner announced*
December 31	Contract negotiations complete

*Time allowed for checking references after the election before final decision is made

Restrictions on Communication with Staff

From the issue date of this RFP until a successful offeror is selected and the selection is announced, offerors are not allowed to communicate for any reason with any VESC members or members of their staff. All communication should be directed to the State Purchasing Agent. For violation of this provision, the State shall reserve the right to reject the proposal of the offending offeror. All questions concerning this RFP must be submitted in writing via e-mail to the State Purchasing Agent. No questions other than written will accepted.

No response other than written will be binding upon the State and cannot be considered formal amendments to the RFP. Changes to the RFP shall occur through formal amendments.

Proposal Response Format

All proposals must be organized and tabbed with labels for the following headings:

- **RFP Form.** The State's Request for Proposal form completed and signed.
- **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major

features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

- **Bonds**
- **Mandatory Requirements**
- **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - A specific point-by-point response, in the order listed, to each requirement in the RFP.
 - A detailed response to each question listed in the evaluation criteria.
- **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form (Section F).

Contract and Staffing

The LG will appoint a Project Manager to provide oversight and general administration to the successful offeror from contract execution until conclusion. The offeror shall direct all required reports and project updates to the Project Manager, who will be the primary point of contact during the project. The Project Manager shall also be responsible for approving payment requests.

Detailed Scope of Work

The purpose of this request for proposal is to enter into a contract to provide a uniform, statewide voting solution.

The State of Utah desires a voting solution with an Election Management System (Section C), security and accuracy (Section A), has ease of use and accessibility for poll workers as well as voters (Section D), that is reliable and durable (Section E), from a company that has the ability and experience to support the system (Section B).

The State of Utah is interested in purchasing a voting solution. This may include a DRE, precinct-count optical scan, alternative paper-based system, another voting technology that has been certified through the Federal ITA and has a NASED qualification number, or any combination of the aforementioned systems. The proposed voting solution must include at least one DRE per polling place that will accommodate persons with disabilities.

When questions are posed in this RFP about the “voting solution” offerors should answer for all systems that may be used in the solution including the ABS and VVD unit the explanation is mandatory under all requirements. If the answer is “yes” offeror is required to elaborate on why and specifically how the voting solution will accomplish the requirement.

Offerors must clearly demonstrate and document within the technical proposal and the Executive Summary of their technical proposal that, the voting solution they wish to propose to the State for the purpose of this RFP satisfies the following mandatory requirements.

Any offeror who answers “no” to any of the mandatory requirements and indicates that the voting solution can not be modified to accomplish the requirement, will automatically be eliminated.

PART 2 MANDATORY REQUIREMENTS

Requirement 1 Voting System Standards

Any optical scan voting system or other paper based system proposed as part of this RFP shall meet and be certified as having met the 1990 Voting System Standards at the time the proposal is submitted.

Status: Mandatory for Optical Scan systems

☐ Yes, the proposed voting system(s) meets and has been certified as having met the 1990 Federal Voting System Standards.

☐ No, the proposed voting system(s) is not certified as having met the 1990 Federal Voting System Standards.

Any DRE system proposed as part of this RFP shall meet and be certified as having met the 2002 Federal Voting System Standards by the date of purchase (approximately December 2004). This includes all hardware and software components of the proposed system.

Status: Mandatory for DRE systems

☐ Yes, the proposed voting system(s) meets and has been certified as having met the 2002 Federal Voting System Standards.

☐ No, the proposed voting systems(s) is not certified by the 2002 standards but will be by the date of purchase.

☐ No, the proposed voting system(s) do not meet the 2002 voting system standards and will not be able to meet them by the date of purchase.

Explain:

Requirement 2 State of Utah Certified

The voting system(s) shall certified by the Lt. Governor as having met the requirements of Utah Code 20A-5-402.5 "Certification of Voting Equipment." The certification dates and requirements in Requirement 1 also apply.

Status: Mandatory

☐ Yes, the proposed voting system(s) meet this requirement.

☐ No, the proposed voting system(s) do not meet this requirement but can be modified to do so.

☐ No, the proposed voting system(s) do not meet this requirement.

Explain:

Requirement 3 HAVA Compliance

The proposed system must meet or exceed all requirements specified by the Help America Vote Act.

Status: Mandatory

☐ Yes, the proposed voting solution meets all requirements specified by the Help America Vote Act.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so prior to the purchase date.

☐ No, the proposed voting solution does not meet or exceed all requirements specified by HAVA.

Explain:

Requirement 4 Acceptance Testing

The offeror shall allow acceptance testing by the State on all hardware and software before it is delivered to the local election officials.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 5 Record of Each Vote

The voting solution shall accurately record, report and provide a detailed record of each vote cast.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 6 Error Detection

The voting solution shall control logic and data processing methods to detect errors and provide correction method.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 7 Diagnostic Testing

The voting solution shall permit diagnostic testing on demand of all the major components within each unit.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 8 Print out of Vote Totals

The voting solution shall provide print out results containing candidates and/or issues in alphanumeric format next to the vote totals. If the unit is a DRE, each unit shall have the ability to print out these results from each unit.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 9 Logic and Accuracy Testing

The voting solution shall provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day, including zero printouts before and after each election and a precinct tally printout at the close of each election. The zero tape shall include the machine identifying number (serial number) and the version of firmware in that machine. DRE machines must provide a logic and accuracy test on each unit.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 10 Failure of the Unit

In the event of a failure in DRE unit, the unit shall retain a record of all votes cast prior to the failure.

Status: Mandatory for DRE

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 11 Undervotes and Overvotes

The voting solution shall alert the voter to undervotes and prohibit overvotes (DRE) or have the ability to alert the voter to overvotes and undervotes before the final votes are cast.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 12 Secrecy of Ballots

The voting solution shall provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods. The voting solution shall protect the secrecy of the vote such that the vote may not be observed during the voter's selection of preferences, during the casting of ballot, and as the ballot is transmitted for recording on a storage device.

Status: Mandatory

- ☐ Yes, the proposed voting solution meets this requirement.
- ☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.
- ☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 13 Tamper Detection

The voting solution shall provide for safeguards and security against and evidence of tampering, theft or damage of all units. This includes the following functions:

- Provide for security procedures system-wide from turn on to turn off;
- Prevention of functions in an improper sequence;
- Ability to store logic and accuracy results in a central unit and/or election day device;
- The programmable memory device is sealed with means of tamper detection;
- Prevent modification of the voter's vote after the ballot is cast;
- Prohibit voted ballots from being accessed by anyone until after the close of polls.

Status: Mandatory

- ☐ Yes, the proposed voting solution meets this requirement.
- ☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.
- ☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 14 Back-up Power System

The voting solution, if electronically powered, shall include a back-up power system. The back up power system shall allow a minimum of three hours of power under normal voting use.

Status: Mandatory

- ☐ Yes, the proposed voting solution meets this requirement.
- ☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.
- ☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 15 Speed of System

The voting solution shall permit voters to cast ballots quickly and easily without the loss of security and accuracy. The voting solution shall provide for an immediate and accurate transfer of data.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 16 Write-in Votes

The voting solution shall provide for the storage, tabulation and accurate counting of write in votes in accordance with UCA 20A-1-102(88) and 20A-3-106. (The write-in vote is considered to be the obvious intent of the voter. This is an exception to an overvote.)

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 17 Multi-member Districts

The voting solution shall accommodate districts where multiple votes are cast for more than one candidate in a race (for example: "vote for two.")

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 18 Recounts

The voting solution shall permit recounts to be conducted pursuant to UCA 20A-4-401.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 19 Straight Party and Scratch Voting

The voting solution shall provide for straight party voting and scratch voting and the voting solution shall accurately record and tabulate such votes in accordance with UCA 20A-1-102(51) and (52) and 20A-3-105.5.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 20 Provisional Ballots

The voting solution shall address provisional ballots, including the casting of the provisional ballot and the recording and tabulating of such ballots. The voting solution shall be able to separate provisional ballots from non-provisional ballots. Results from provisional ballots shall be easily integratable with Election Day results, early voting results and absentee voting results, once those provisional ballots have been determined to be eligible for counting, for the purpose of producing total election results.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 21 Election Management System

The voting solution shall provide an Election Management System (EMS) which allows the election official to define and create ballots and accomplish all functions of the election process as defined in UCA 20A. The voting solution shall not require a specific voter registration database but shall be easily integratable with the statewide database that is currently being developed by the LG (in-house).

Status: Mandatory

- ☐ Yes, the proposed voting solution meets this requirement.
- ☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.
- ☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 22 Split Precincts

The voting solution shall provide for the recording and tabulation of votes cast in split precincts where all voters residing in one precinct are not voting the same ballot style.

Status: Mandatory

- ☐ Yes, the proposed voting solution meets this requirement.
- ☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.
- ☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 23 Combined Precincts

The voting solution shall provide for the recording and tabulation of votes cast in combined precincts where more than one precinct is voting at the same location on either the same ballot style or a different ballot style.

Status: Mandatory

- ☐ Yes, the proposed voting solution meets this requirement.
- ☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.
- ☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 24 Summary Reports for DRE's

The DRE unit must provide for printed summary reports of votes cast on each DRE by extracting information from a memory device or data storage device.

Status: Mandatory for DRE

- ☐ Yes, the proposed voting solution meets this requirement.
- ☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.
- ☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 25 Printed and Extracted Records

The voting solution shall provide for the following records regarding the opening and closing of the polls on any devices used for tabulating or recording votes:

- Identification of election, including opening and closing dates and times;
- Identification of each unit;
- Identification of ballot format;
- Identification of candidate and/or issue, verifying a zero start;
- Identification of all ballot fields and all special voting options; and
- Summary report of votes cast on each device or ability to extract such.

The print or extraction functions shall ensure that:

- Printing of summary reports is prevented before the sequence of events required for the closing of polls is completed;
- Data can be extracted from a memory device to a central unit;
- Poll opening reports shall have all system audit information required;
- No loss of data occurs during the generation of reports; and
- The integrity and security of data can be maintained according to the time frame for federal, state and local elections.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 26 Absentee Voting

The voting solution shall provide an absentee voting system that shall be integrated with the entire voting solution. The devices that produce or process the absentee ballots shall be programmed from the same database and election definition that is used to program the precinct voting units. The reporting and tallying system for the remote absentee ballot system shall be capable of tallying the absentee votes as a separate precinct and allocating absentee votes back to the voter's precinct. The absentee results shall be easily integratable with Election Day and early voting results (if applicable) in a timely manner for the purpose of producing total election results.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 27 Early (“No Excuse” Absentee) Voting

The voting solution shall provide for voting units that have the same capability as Election Day units as well as the following functionality:

- The capability of storing and presenting to the voter any ballot style in use in any given jurisdiction;
- The ability to maintain multiple ballot combinations on a single voting unit; and
- The early voting results shall be easily integratable with Election Day and absentee voting results (if applicable) in a timely manner for the purpose of producing total election results.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 28 Canvass and Election Night Reporting Requirements

The voting solution shall be capable of producing the reports including vote totals and precinct information in various formats. The voting solution shall have the ability to report election night results to a website.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 29 Sample Ballot

The voting solution shall provide a method of producing official sample ballot information for storage on a website and for reproduction and distribution.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 30 System Audit Log

The voting solution shall include an audit log that contains sufficient information to allow the auditing of all operations related to central site ballot tabulation, results consolidation and report generation. The system audit log shall be created and maintained by the system in the sequence in which operations were performed. The system audit log shall be able to be located, read and printed only by an authorized system administrator. Audit logs must include, but are not limited to, the following:

- An identification of the program and version being run;
- An identification of the election file being used;
- A record of all options entered by the operator;
- A record of all actions performed by the system or subsystems; and
- A record of all tabulation and consolidation input.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 31 Access to Election Data

The voting solution shall allow for access by an authorized system administrator to election results after the closing of the polls and prior to the publication of the official canvass of the vote.

The voting solution may be designed so that results may be transferred to an alternate database or device. Access to the alternate file shall in no way affect the control, processing and integrity of the primary file or allow the primary file to be affected in any way.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 32 Ease of Use for Voters

The voting solution shall:

- Produce or display ballots that are easy to read, intuitive and follow a logical progression;
- Be capable of supporting both Latin and character-based languages;
- Prevent or adequately notify voters of under and over votes; and
- Include minimal, easy to follow instructions for the voter.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 33 Ease of Use for Voters with Disabilities

The voting solution shall provide a DRE unit that accommodates voters with disabilities. The DRE unit shall:

- Provide non-visual access that includes audible speech and touch controls that provide accessibility for people with upper body impairments;
- Prevent or adequately notify voters of under and over votes;
- Allow the voter to review the ballot before casting it;
- If the voting solution includes a voter verifiable paper ballot, include an independent means for voters with disabilities to verify their ballot; and
- Include minimal, easy to follow instructions for the voter.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 34 Ease of Use of Pollworker and Election Officials

The voting solution shall provide units that are easy for pollworkers and election officials to use, store, transport and operate. This includes:

- Devices should be easily transportable, without damage to internal components.
- Devices should provide poll workers with a method to immediately detect if a voting unit is not operating properly; and
- Devices should be “tamper-proof” while in a storage configuration either in storage or the polling location.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 35 Training and Education

The offeror shall provide an extensive training program on all phases and processes needed to operate all aspects of the voting solution. A complete training schedule for state and local election officials shall be provided to the LG within 30-days of signing a contract. This training shall be sufficient to the point that State and local election personnel shall be able to operate the system without continuous support from a vendor. Training shall cover all aspects of using the voting solution.

Status: Mandatory

☐ Yes, the offeror has an extensive training program and will have a training plan by the deadline.

☐ No, the offeror does not have an extensive training program but will have a program and a plan in place by the deadline.

☐ No, the offeror does not have an extensive training program for the proposed voting solution and can not meet the deadline.

Explain:

Requirement 36 Training Materials

Training materials shall include manuals, videos and other written materials and shall be customized for election officials and pollworkers for the 2005 and 2006 election cycles.

Status: Mandatory

☐ Yes, the offeror will provide training materials.

☐ No, the offeror will not provide training materials.

Explain:

Requirement 37 Supporting Documentation

The offeror shall provide the following documentation as part of the proposal:

- System operator's manual;
- Environmental requirements for storage, transportation, and operation, including temperature range, humidity range and electrical supply requirements;
- User manuals detailing system functionality;
- Copy of a letter from the offeror, to each ITA, that:
 1. Directs the ITA to send a copy of the completed ITA qualification report to the State;
 2. Authorizes the ITA to discuss their procedures and findings with the State; and
 3. Authorizes the ITA to allow the State to review all records of any qualification testing conducted on the voting system or its components.
- Software and firmware documentation, information, and materials, including the following:
 1. A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system.
 2. Diskettes, tapes, or compact disks containing copies of all source code files required to develop the system object code and firmware; with any utilities, hardware, and instructions required for the State to read the source code on a personal computer with a MS-DOS or Microsoft Windows operating system;
 3. System flow chart describing information flow; entry and exit points; and the relationship of programs, device drivers, data files, and other program components;
 4. Identification of version, release, and modification levels of all software and firmware components;
 5. Identification of the steps and procedures required to generate all program modules providing system functions for which certification or provisional certification is requested;
 6. Identification of all compilers, assemblers, development libraries, device drivers, operating systems, and monitors required to generate and operate the executable programs;
 7. Identification of all program elements which are static and not subject to change in either content or use when distributed for sale, during testing, or during operation; and
 8. Identification of all program elements which are not static and therefore are subject to change in content or use when distributed for sale, during testing, or during operation.

Status: Mandatory

☐ Yes, the requested material is enclosed.

☐ No, the some of all of the requested material is not enclosed but will be provided.

☐ No, the requested material is not enclosed and will not be provided.

Explain:

Requirement 38 Warranty and Maintenance

The offeror shall provide a warranty and maintenance agreement through one federal election cycle (the certification of the first federal election) beginning on the date of acceptance by the State of the individual piece of equipment for all hardware and software regardless of whether this warranty period for any piece of hardware or software shall extend beyond the term of the initial contract. (Options for extended warranties are addressed later in this RFP.)

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 39 Upgrades and Patches

During the term of the contract, the offeror shall provide all certified software upgrades, as well as certified hardware and software patches to repair defects in the system, at no charge to the using entity or State.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 40 Election Administration Support

The offeror shall provide support staff that is well-trained and conversant in the English language for all activities that are the offeror's responsibility. The offeror shall also provide the following support staff:

- An overall contract administrator who will serve as the principal point of contact for the offeror with the LG.
- On site technical support for the 2005 primary and general election and the 2006 primary and general elections. The offeror shall provide a minimum of one technician per county for third through sixth class

counties and a minimum of one technician per thirty (30) precincts in second and first class counties.

- Service technicians who are well trained, and capable of replacing malfunctioning equipment in the polling places. Each technician that performs troubleshooting in polling places must have reliable, dedicated transportation that will allow the technician to promptly respond to a polling place voting system problem situation, and transportation shall be of sufficient size to accommodate several voting units. As a primary function, these technicians shall transport spare voting units for possible replacement of polling place voting units that are inoperative. Units that cannot be repaired “on the spot” and needed at the polling location for the capturing of votes, shall be picked up immediately after the election ends, repaired and returned. Each technician shall further maintain a reasonable supply of spare parts and components necessary to repair a malfunctioning voting unit or return it to service. Technicians must also have cellular telephones or other means of real time communication so that they may be dispatched to polling locations that are experiencing system problem.

Status: Mandatory

☐ Yes, the offeror can provide this support.

☐ No, the offeror cannot meet the support needs.

Explain:

Requirement 41 Post-warranty Maintenance

The offeror shall provide maintenance and support for all hardware and software components of the proposed voting solution after the initial warranty period has expired and for the duration of any maintenance agreement signed by the State of Utah. (The offeror shall provide the cost detail for post-warranty maintenance support as part of their response to this RFP.)

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 42 Requirements of Modifications

During the contract period, the offeror shall:

- Make systems modifications that are necessary to comply with the updates or changes to the Voting Systems Standards required by HAVA;
- If modifications are made, submit the system to the approved ITA for re-qualification testing;
- Obtain re-certification by the State of Utah;
- Apply all certified modifications to all systems in the state to maintain uniformity of the voting solution; and
- Notify the State of any system modifications made on behalf of jurisdictions, outside the State of Utah.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 43 Source Code Escrow

The offeror must be willing to place the source code for any proposed electronic voting units into escrow with a third party mutually agreed on between the Offeror and the State of Utah. Updates to the source code must, upon certification for use, be added to the escrow. In the event the offeror ceases to function as a business, the source code in escrow will be made available to the State of Utah at no charge. The offer may also use open source code.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 44 Licensing

The offeror shall provide one statewide license for the entire voting solution. The license shall allow election officials to use the system for any election conducted for or on behalf of any entity or organization in the State of Utah.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

Requirement 45 W-9 Form

The Offeror must complete a W-9 Form in its entirety. At least one (1) original W-9 Form must be submitted.

Status: Mandatory

☐ Yes, the requested material is enclosed.

☐ No, the requested material is not enclosed and will not be provided.

Explain:

Requirement 46 Security Analysis

If selected by the State of Utah, the offeror shall cooperate in an independent security analysis or assessment of each of the components in the voting solution.

Status: Mandatory

☐ Yes, the offeror meets this requirement.

☐ No, the offeror does not meet this requirement.

Explain:

Requirement 47 Primary Elections

Utah Law allows political parties to decide if their primary will be open (allow members of all political parties to participate) or closed (restrict their ballot to members of designated parties). Utah law also allows non-partisan issues on a primary election ballot. The voting solution shall accommodate the possibility of each situation occurring in the same election.

Status: Mandatory

☐ Yes, the proposed voting solution meets this requirement.

☐ No, the proposed voting solution does not meet this requirement but can be modified to do so.

☐ No, the proposed voting solution does not meet this requirement.

Explain:

PART 3 GENERAL EVALUATION CRITERIA

Evaluation Criteria—Step One

This RFP will consist of a two step evaluation process. Step one (1) will consist of the RFP evaluation team scoring your written submittal per the criteria and points listed below.

The only way to get into the Step two (2) process is to be one of the top scorers in the above process (no less than 2 and no more than 4 offerers will be allowed). The Step 2 process is called the “Demonstration” and is outlined under “Demonstration” listed below.

Each item will be judged on a 5 point scale:

- 0 = Failure, no response
- 1 = Poor, inadequate, fails to meet requirement
- 2 = Fair, only partially responsive
- 3 = Average, meets minimum requirement
- 4 = Above average, exceeds minimum requirement
- 5 = Superior

If any individual item in the criteria list is judged as 0 (failure, no response) or 1 (poor, inadequate, fails to meet requirements) then the entire proposal will be considered unacceptable and will not be considered further in the RFP process.

Offerors must provide detailed descriptions of their proposed voting solution along with proposed policies and procedures which taken together constitute the election process. This election process will be judged as to its merits and the ability of the State of Utah to implement its requirements.

Weight—Step One

The following are the scoring percentages.

- 20% **Security and Accuracy (Section A)** Insure an accurate and verifiable count of the ballots cast. This includes the ability of the system to guard against tampering, unauthorized access and operator errors. *Systems will*

be considered that can demonstrate and inspire confidence in the accuracy of the vote.

- 10% **Offeror's Ability to Support System (Section B)** The ability of the offeror to support the proposed system over its life and to extend the life of the system through upgrades and compatible replacement devices will be analyzed. The VESC will look at the offeror's track record with other jurisdictions, its financial stability, provisions for others to provide service for the purchased system should the original offeror be unable to continue to service it, the number of systems in use and other factors which may have bearing on the future ability of the offeror to continue to support the system. The committee will also look at the kind of support and training the offeror offers for election officials.
- 15% **Election Management (Section C)** This category includes the features and usability of the proposed system which allows the election officials to set up, define, manage, tabulate and create an election. This also includes the ease of use, costs associated with running an election with the proposed system, the completeness of the system, and the ability of the proposed system to integrate with other state systems.
- 15% **Ease of Use and Accessibility (Section D)** The voter's perception of the voting process and the time it takes to cast a vote will be evaluated. The ability of the system to accommodate all voters (privately and independently) will be examined. This section also includes the ease of use for the election officials and pollworkers,
- 10% **Reliability and Durability (Section E)** The ability of the system to continue to operate properly in adverse conditions, its perceived overall quality and ability to stand up over time and the conditions that are required to store the equipment will be evaluated.
- 30% **Cost (Section F)** The total cost of the system including initial purchase, warranty and maintenance.

Demonstration—Step Two

In the final step of the RFP evaluation process the top scoring offerors (no less than two and no more than four), based on the Part 3 evaluation criteria will be required to provide a demonstration of the product offered in their proposal. The offerors involved in this demonstration will be given a minimum 2 week notice. At the time you are notified about your participation in the demonstration a copy of the scoring sheets that will be used in the demonstration will be included. The offerors will be responsible for all costs incurred in this process including travel costs, training costs, shipping and demonstration costs, etc. The State of Utah will provide the room for the demonstration.

On the first day of the demonstration the offeror(s) will be required to bring their equipment to an assigned location in the State of Utah at an assigned time and set up a sample of their proposed voting solution. The offeror will be required to set up the equipment and train election officials to program the equipment for a mock election. The offeror will also be asked to demonstrate the security features of the voting solution. The VESC will be in attendance during this process to score the product and process.

On the second day the mock election will be conducted utilizing a cross section of public voters voting on your proposed equipment.

At the end of the mock election the evaluation committee will again meet with the company representative(s) to review the voting and assist in gathering all required information and taking down the equipment.

The set up of election equipment, election programming of equipment, security features, information results from the mock election, and take down of equipment will all be scored by each of the RFP evaluation committee members. The voters will receive a score sheet so they can score each product as they vote on that product. They will be required to complete the score sheet and turn it in before they move to the next test product.

At the end of the demonstration all scores for each offeror will be totaled. The total high score per the weight listed below for the solution chosen by the State of Utah will receive the final award.

Weight –Step Two

The following are the scoring percentages for the demonstration portion of the evaluation.

- | | |
|-------|--|
| 35% | Total Technical Score given by the VESC in Step One of the written portion of the RFP. |
| 30% | Pricing for equipment provided with the RFP. |
| 17.5% | Evaluation by Evaluation Committee of equipment setup, programming for mock election including demonstration of security issues and other items discussed in the written portion of the RFP, collection of election results and take down of equipment. Score sheets for these items will be totaled. |
| 17.5% | Evaluation by Public Voters —Mock election consisting of the total scores from the public voters (includes voters with disabilities) for each piece of equipment. |

Section A. Security and Accuracy

The State of Utah desires a voting solution that insures an accurate and verifiable count of the ballots cast. This includes the ability of the system to guard against tampering, unauthorized access and operator errors. NO System will be considered that cannot demonstrate and inspire confidence in the accuracy of the vote.

1. **Voter Tampering.** How does the proposed system guard against tampering by the voter?
2. **Election Official Tampering.** How does the proposed system guard against tampering by election judges in the precinct?
3. **Count Tampering.** How does the proposed system guard against tampering during the count process?
4. **Storage and Transportation.** How does the proposed system guard against tampering during storage and transportation?
5. **Pre and Post Election Certification.** How does proposed system manage pre-Election and post-election testing and certification?
6. **Training of Poll Workers.** How should poll workers be trained and what procedures are required to ensure that election equipment is in proper order?
7. **Unauthorized Access.** How is unauthorized access to the system from remote locations prevented?
8. **Vendor Tampering.** How does the system prevent tampering by programmers and officials on the vendor's staff?
9. **Ballot Programming Tampering.** How does the system protect against tampering by those creating ballots and installing those ballots on equipment?
10. **Management of Upgrades and Patches.** How are upgrades and patches managed to insure that the integrity of the system is maintained?

11. **User Errors.** How are user errors prevented during combining and counting of votes?
12. **Modifications to Ballots.** In the event there are errors made in the ballot, how does the system allow for securely changing the ballot?
13. **Repair.** How does the offeror propose that we are assured of the security and accuracy of equipment when equipment needs repair or servicing? How does the offeror document repairs made to specific machiness? Will the offeror provide information on those repairs to the State and counties? Does the offeror maintain equipment malfunction and a repair tracking system and is this available in the form of reports?
14. **Redundency.** What kinds of redundant systems insure the ability to properly count votes cast in the event of equipment failure or other unforeseen circumstances? Does the offeror have any reports on how the system performs regular functions (including but not limited to accepting votes) when the equipment is malfunctioning or batteries are low?
15. **Audit Trail.** What provisions are made for being able to trace the chain of events from the time the voter recieves the ballot to the time the final certification of the election takes place?
16. **Recounts.** How does the proposed system manage recounts and verify that the ballots counted accurately reflect the votes cast?
17. **Demonstrate the Accuracy.** How can the accuracy of the vote be demonstrated to those without technical knowledge other than relying on experts?
18. **Encryption.** Does the system use data encryption? If so, please describe where it uses encryption, such as in data storage or data transmission. Also, please describe briefly the nature of the data encryption algorithm.
19. **Other Security Considerations.** Describe what other security considerations the proposed system includes. Would the offeror provide an open source code option? Why or why not?
20. **Digitally Signed Executable Versions.** Utah desires to receive digitally signed versions of all software provided by the offeror. Please describe in detail how the offeror proposes to meet this requirement, preferably by having the ITAs provide Utah with digitally signed master copies of your executables. In your description, please describe how you suggest Utah and the counties distribute and install the digitally signed versions of your software.
21. **Voter Verifiable Paper Ballot**

- A. If the proposed voting solution includes a piece of equipment with a voter verifiable paper ballot function, please explain why this adds to the security and auditability features of the equipment.
- B. If the proposed voting solution does not include a voter verifiable paper ballot, what is the offeror doing to respond to efforts by many to see this function offered on all DRE's? How has the offeror responded to other jurisdictions on this matter?
- C. If the proposed voting solution includes a voter verifiable paper ballot function, is this function capable of being disengaged? How?
- D. If the proposed voting solution does not include a voter verifiable paper ballot and one was required by state law, federal law or rule, is the system capable of adapting the equipment to produce a printed document? Please explain.
- E. If the voting solution includes a voter verifiable paper ballot, or if the offeror has a DRE that is adaptable or will be adaptable, please describe in detail how this function works.

22. Reports on Electronic Voting Security

- A. How has your company responded to the EAC's statement on electronic voting security released on June 8, 2004? What changes have been made or what changes do you anticipate being made to any part of your equipment or process based on the recommendations?
- B. How has your company responded to other reports by various groups on electronic voting equipment security? What changes have been made or what changes do you anticipate being made to any part of your equipment or process based on these recommendations?

23. Standards Update

What plans to you have to respond to any new standards put forward by the EAC (approximately April 2005)? Is the offeror willing to recertify the voting equipment under any updated standards?

Section B. Ability to Support System

The State of Utah desires to work with a offeror with the experience and financial capacity to handle the statewide purchase of a voting solution. This includes support and training of elections officials

1. **Experience and Financial Capacity.** The offeror must demonstrate both the experience and financial capability to satisfy all immediate and long-term requirements for the requested system and system support.
2. **General Business Information.** The offeror must indicate the name, address, telephone number, email address, FAX number, and Employer Identification Number (EIN) of the legal entity with which the contract is to be written.
3. **Legal Status of the Company.** The offeror must indicate the legal status of the company (i.e., corporation, sole proprietorship, partnership, etc.) and provide documentation of the legal status of the offeror, such as Corporate Certificate, Authorization to Conduct Business in Utah, etc. The offeror must describe and provide a corporate chart reflecting any relationship between the bidding company, parent company, and all subsidiaries, listing each of the officers of the company. The offeror must provide the legal status of the ownership of the program products being offered.
4. **Previous Contract Termination.** Indicate whether the offeror or any principal officers of the company have had a contract terminated for default within the last five years. Termination for default is defined as “a notice to stop performance delivered to the offeror due to the offeror’s non-performance or poor performance.” If the offeror has had a contract terminated for default in this period, then the offeror must submit full details including the other party’s name, address and telephone number, and whether the issue of performance was either:
 - Not litigated due to inaction on the part of the offeror, or
 - Litigated and determined that the offeror was in default, or
 - Litigated and determined that the offeror was not in default, or
 - Not litigated and settled out of court.

5. **Financial Information.** Utah is concerned about the offeror's financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary and offeror's do not wish such information to be part of the public record under the Utah Government Records Access Management Act, Utah reserves the right to perform additional due diligence in this area, at the sole discretion of Utah, prior to award of any contract. The proposal must include the following items:
- Copies of the last two (2) year end financial audit reports signed by a CPA.
 - Number of years the offeror has been in business.
 - Number of years the offeror has provided voting systems.
 - Offeror's available line of credit or Dunn & Bradstreet rating.
6. **References.** Identify all those private or public organizations that have used the products (proposed here) in the last three years. References must include:
- Client organization name and address;
 - Contact name, title, telephone number, e-mail and project responsibility;
 - The product/service provided; and
 - Duration of contract(s) and current relationship.
7. **Manufacturing .** Who is the actual manufacturer of the equipment? Where is the equipment manufactured? Does the manufacturer meet ISO standards? Are the software development operations covered under any standard certifications such as ISO or CMMI certification?
8. **Site Visits.** Will the offeror allow site visits by representatives of the LG to visit the company headquarters and any other places where the equipment is manufactured?
9. **Prior Experience.** Please address the following:
- A. Describe the offerors level of experience.
 - B. How long has the offeror been in business?
 - C. Has the offeror ever been asked for a performance bond? If so, how much of the purchase price was the bond for? Has any jurisdiction made a claim against the bond? If so, who?
10. **Ballot Printing Scenarios.** For all printed ballots used in the proposed solution, the offer shall respond to the following scenarios based on experience with other jurisdictions. This is for evaluation purposes only and is not considered part of the dollar bid.

- A. What is the cost of printing ballots that are legal size, on quality stock and two sided in the following quantities:
 - 500
 - 2000
 - 10,000
 - 100,000
 - 1,000,000
- B. What are the typical number of races that a two sided ballot can accommodate?
- C. Do the requirements for ballot printing limit the State or counties to certain vendors for printing? If so, who prints the ballots?
- D. How long before an election does a jurisdiction have to certify the candidates and when does a typical jurisdiction usually received the ballots?
- E. Please comment on the quality of the paper stock. Does the offeror obtain paper stock from another vendor? Please explain.
- F. What is the maximum and minimum size of a ballot?
- G. Please describe a ballot printing scenario in a jurisdiction where you have provided printed ballots.

11. Support and Training.

- A. How does the offeror plan to adequately support elections officials in each county? Please comment specifically on large, urban counties as opposed to small, rural counties. Also comment on time frame for training and approximate number of hours needed for training.
- B. What kind of support will be available to the election officials on election day? Will there be on-site support? Who will the support staff be? How will they be trained? Will they have their own transportation and communication equipment?
- C. In detail, please describe how elections officials will be trained on each aspect and function of the voting solution.
- D. What kind of training will be provided for elections officials?
- E. What kind of training and support will the offeror provided for pollworkers? What training materials will be included?
- F. Will election officials have access to telephone support or support through electronic means (e-mail, website, etc.)?
- G. How does the offeror measure when elections officials or their staffs have been adequately trained?

Section C. Election Management

The State of Utah desires a voting solution that has an Election Management System (EMS) which consists of the hardware and software required to accomplish the functions of conducting an election from start to finish. Please note that the intent of this RFP is for the counties and State of Utah to be self-sufficient in ballot set-up and programming. If the question is not applicable to the offeror's voting solution, please explain why.

1. Administrative Database

- A. How will the EMS allow local and state election officials to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and offices within the jurisdiction?
- B. How will the EMS provide for the definition of political and administrative subdivisions where the list of candidates or contests may vary within the polling place and for the activation or exclusion of any portion of the ballot upon which the entitlement of a voter to vote may vary by reason of place of residence or other such administrative or geographical criteria?
- C. How will data entry, updating, and retrieval be effectively integrated and controlled? What provisions are in place to ensure the required functional capability, security, and privacy?
- D. How will the EMS (for each election) allow the user to generate and maintain a candidate and contest database and provide for the production or definition of properly formatted ballots and software? This database shall be used by the system with the administrative database to format ballots or edit formatted ballots within the jurisdiction
- E. Describe the security features of the EMS. Does the EMS safeguard against tampering by any person? How is this accomplished through physical security of the server, security of the EMS application, and security of the EMS database management system?
- F. Will the EMS provide a software capability for the creation of newly defined elections, for the retention of previously defined formats in that election, and for the modification of a previously defined ballot format? Describe how the EMS will facilitate error-free definition of elections and their associated ballot layouts for the total voting solution.

2. Election Programming

- A. Describe how the EMS will provide a mechanism for the definition of the ballot, including the definition of the number of allowable choices for each office and contest, and for special voting options such as write-in candidates. It shall provide for all voting options and specifications as provided for in UCA.
- B. Describe how the EMS will generate all required master and distributed copies of the voting program in conformance with the definition of the ballot for each polling place and voting device, including devices required to facilitate absentee voting and disabled voters.
- C. Will the distributed copies, resident or installed in each voting device, include all necessary modules required to monitor system status and generate machine-level audit reports, to accommodate device control functions performed by polling place officials and maintenance personnel, and to register and accumulate votes? Please explain.
- D. How are ballots in the VWD unit programmed and installed?
- E. Does the system allow ranked-order balloting? If not, can the system be modified to do so?
- F. How will the proposed system need to integrate with a voter registration database built by the LG and how does the vendor proposed this integration be accomplished?
- G. If the State of Utah opts to stay with the voting equipment it currently uses and supplement it with one or more of the offeror's proposed solutions, could the offeror accommodate this request? If the offeror is proposing an electronic system, can the system interface with the punch card system (Votamatic) currently being used by 23 of Utah's 29 counties? Can the proposed solution interface with optical scan systems? Paper? Please explain.

3. Ballot Set-up

- A. Does the EMS provide a mechanism for executing test procedures which validate the correctness of election programming for each voting device and polling place and insure that the ballot display corresponds with the installed election program? Is there an automated means of voting a set of test ballots? Please explain.
- B. Is the EMS able to receive data electronically from the State via electronic storage media or modem? (This information will be stored in the Statewide database of registered voters.) Offerors should comment on how this should be accomplished. The data counties are interested in obtaining from the State may include:
 - Full candidate name;
 - Candidate sequence;
 - Text of ballot questions and voting option language;
 - Office name;
 - Number to vote for each office;
 - Party affiliation;

- Ballot style indicator; and
 - Number of registered voters at the precinct.
- C. Is the EMS capable of returning data electronically to State via electronic storage media or modem? The data the State is interested in may include the following:
- Candidate Name;
 - Office;
 - Number of votes for (including ballot questions);
 - Number of votes against (where applicable) (including ballot questions); and
 - Number of people voting summary and by party affiliation (if applicable);
- D. How does the EMS minimize the need for double entry elements?
- E. Is the EMS flexible enough to allow the import/export of ballot information and voter registration information to and from any local county or centralized statewide database, which will be undergoing changes in the coming years?
- F. Does the EMS allow direct access to the election information database for ad-hoc reporting tools such as spreadsheets, report writers, etc. Does the EMS allow export of race and candidate information in HTML format to a website?
- G. Will the EMS accommodate ballot creation in multiple languages including Latin and characters? Will local election officials have the ability to download information from software used to translate information to the appropriate language or will the system perform translations automatically?
- H. Does the system allow a ballot image to be printed for each ballot cast? How does the system randomize the order of storage and printing of ballot images to maintain the confidentiality of individual votes?

4. Back-Up System

- A. Describe what happens to the all parts of the voting solution (ABS and other electronic equipment) if a power surge or other abnormal electrical occurs. Does the equipment engage immediately?
- B. How does the systsem ensure that no data is lost? What kind of documentation does the system provide? What kind of maintenance is needed?
- C. Does the back-up system power all components, including illumination, audible and disabled voter tools?

5. Speed of System

- A. Are voters able to cast ballots quickly and easily without any loss of accuracy? Please explain.

- B. Describe how the voting solution provides for an accurate and immediate transfer of data.

6. Absentee Voting

- A. Describe how the absentee voting system will be integrated with the entire voting solution provided by the offeror.
- B. Describe the absentee voting process in detail. Include the election official interface from ballot creation to sending ballots to the voters. Include the counting, tallying and reporting process.
- C. Will the devices that produce or process the absentee ballots be programmed from the same database and election definition that is used to program the precinct voting devices?
- D. Is the system capable of tallying the absentee votes as a separate precinct or allocating the absentee votes back to the voter's precinct?
- E. Is the system capable of tallying and integrating the absentee results with Election Day results in a timely manner?
- F. To what degree is the system capable of accurately reading absentee ballots that may have been bent, torn or wrinkled in the mail, without having to create duplicate ballots?

7. Early Voting (No Excuse Absentee)

- A. Describe how the early voting system will be integrated with the entire voting solution provided by the offeror.
- B. Describe the early voting process in detail. Include the election official interface from ballot creation to counting and tallying.
- C. Will the devices that produce or process the ballot for early voting be programmed from the same database and election definition that is used to program the precinct voting devices?
- D. Is the system capable of tallying the early votes as a separate precinct or allocating the votes back to the voter's precinct?
- E. Is the system capable of tallying and integrating the early voting results with Election Day results (if applicable) in a timely manner.

8. Provisional Voting

- A. Describe the method for provisional voting.
- B. Describe how the provisional ballots will be integrated with election day, absentee ballot and early vote totals.
- C. Discuss how the system will separate provisional ballots from non-provisional ballots cast at the precinct on Election Day.

9. Election Reporting Requirements

- A. Will the system provide a cumulative, canvass and precinct report of absentee voting, provisional ballot voting and Election Day voting as one total?
- B. Will the system provide a cumulative, canvass and precinct report of Election Day Voting as one total?
- C. Will the system provide for unofficial and official reports, in standard or custom format, including absentee, early voting and, Election Day and total vote?
- D. Will the system provide the ability to custom design an election report to include the following information in total or in part:
 - Name of election;
 - Political subdivision and political party involved;
 - Date of election;
 - Type of report;
 - Total number of registered voters in each political subdivision and total number of registered voters in each race, and, where applicable, a breakdown by party; and
 - Total number of registered voters in each voting precinct, including a sub-listing when the precinct is split; and
 - Provide for the formatting of election results by capturing election data embedded in the database and producing specialized reports, i.e. a report of votes by multi-member district, legislative district or congressional district.
- E. Will the system provide, for election night reporting, a listing of precincts reporting and a listing of precincts not reporting?
- F. Will the system provide for the operator of the reporting system to change the appearance of the report by reformatting the data?
- G. Will the system provide for the removal of an already counted precinct and a re-counting of that same precinct in the event of errors in transmission?
- H. Will the system provide individualized sample ballot information for storage on a Web site and for reproduction and distribution?
- I. Will the system provide for the automatic transmission of election results through whatever medium chosen by the State or local county, whether it be Internet, telephone lines, electronic data interchange, etc.?
- J. Will the system provide for the storage and transmission of election results in data format required, i.e., Access, Excel, Adobe, ASCII and HTML?
- K. Will the system provide for election results to be produced in such a manner as to allow for easy copying for paper distribution upon request?

10. System Audit Log

- A. Please describe the system audit log. What kind of identification and records are kept? Can all functions and reports be audited? How?
- B. Is the system audit log that must be created and maintained by the system in the sequence in which operations were performed? Please explain.

11. Access to Election Data

- A. Does the system allow for authorized access to election results after closing of the polls and prior to the publication of the official canvass of the vote? How is this accomplished?
- B. The system may be designed so that results may be transferred to an alternate database or device. How will the security and restricted access to the alternate file maintain the integrity of the primary file or keep the primary file to be affected in any way?

12. Recounts

- A. Describe the process for recounts in the voting solution. Please comment on all aspects of the voting solution—absentee ballots, provisional ballots, early ballots and election day ballots.
- B. How does the system ensure accuracy of recounted ballots?

13. Graphics. Does the EMS allow graphics (ie: party logos) to be included on ballots? How is this accomplished?

Section D. Ease of Use and Accessibility

The State of Utah desires a voting solution that is easy for election officials, pollworkers and voters to use. The voting solution must also allow voters with disabilities to vote independently and in secret as well as be easy to use. Offerors who are proposing a paper-based solution shall be advised that many of these questions apply to an electronic voting unit. If the question does not apply to a paper-based solution, the offeror shall indicate why.

- 1. Ease of Use – Elections Officials.** This category addresses storage and transportation issues for the voting solution.
 - A. What kind of maintenance does the system require while in storage?
 - B. Please describe the physical attributes of all units in the voting solution. For example the height, width, weight, carrying case with wheels, cart etc.
 - C. How much does each unit in the proposed voting solution weigh?
 - D. Please describe protocol for transportation. System may be stacked, disassembled, in adverse weather conditions for short periods of time etc. while being transported.
 - E. Please describe maintenance protocol for storing system in a manner that will protect the internal circuitry and ensure long life of external hardware. While in storage machines may be stacked and or disassembled.
 - F. Can the units in the voting solution be easily transported through doorways and stored in various sized locations (ie closets) both between elections and the days prior to election day use?
 - G. Please comment on the number of units the offeror recommends per voter in a polling place based on experiences from other jurisdictions using the offeror's equipment.
- 2. Ease of Use – Pollworker.** This section addresses poll worker needs in regards to easy set-up, election day use, vote tally and take down.
 - A. Please describe how the system will work in a polling place that is exposed to adverse weather and temperature conditions (including hot, dark, damp, cold, dry, etc.)
 - B. Please describe how a poll worker will set-up the voting system. Please include, but do not limit information to the following: easy to read and understand directions, removable parts, etc.

- C. How many electrical outlets will be needed in a typical polling place for the system to function? Can extension cords be safely used with all electrical units?
- D. Please describe how voter/poll worker will activate and monitor the system during election day.
- E. Please describe the protocol for closing the polls and counting the ballots. Please, include, but do not limit information to the following: production of high volume ballot election reports, time frame to tabulate votes, needed machinery to tabulate votes, and turning off the system.
- F. Please describe how the system will accommodate a variety of colored, shaped, printed and folded ballots.
- G. How will the units be arranged at the polls so that no hazards are created for voters or pollworkers?
- H. How is the system activated for use by a voter? Is it activated by the pollworker? Is it activated by the voter? Describe the process.
- I. How will a pollworker know that a unit is not working properly? Please describe for the election day set up, during voting and during closing of polls.
- J. If there is a voter verifiable option (including but not limited to printing), what is the pollworker's duty in this operation? Please describe the pollworker's duties in detail.
- K. Can the system accommodate a variety of colored, shaped, printed and folded ballots?

3. Ease of Use – Voter. This section addresses the needs of the voter.

- A. Will you have demonstration systems/materials available as models for local election officials to incorporate into their polling place materials during the contract period? If so, please describe your proposed demonstration plan.
- B. Please demonstrate that your instructions/directions that are easy to read, understandable, intuitive, and follow a logical progression.
- C. Please describe the physical attributes of your polling booth. Please include privacy, stability aspects among others.
- D. Please describe your ballots including options for presentation and directions.
- E. Please describe how voters will cast, change, review, and confirm their vote and how voters will cast their ballot and have it counted. Please also include how the voter is notified that their ballot has been cast and counted.
- F. Please describe how the system will indicate if the voter has undervoted or overvoted.
- G. Please describe how the system keeps the voters from “accidentally” casting a ballot.
- H. Please comment on the average time it would take a typical voter to vote a ballot on the offeror's equipment based on experiences in other jurisdictions.
- I. How will a voter know if a piece of equipment has failed?
- J. Please describe how a voter spoils a ballot under the proposed voting solution. This includes absentee, early voting and election day ballots.

4. Ease of Use – Accessibility. This section will address voters with disabilities.

- A. Please describe how the system allows voters with disabilities to vote privately and independently.
- B. Please describe screen features and options to change them, if system has a screen. Include, at minimum: contrast, font size, brightness, and color.
- C. Please describe the systems auditory features.
- D. Please describe the systems buttons both on and off the screen, if system has a screen. Please include but do not limit your answer to include the following information: Describe the size, shape, and location of the buttons. Are the buttons linked to the auditory functions and marked with Braille and shapes to indicate direction? Are the buttons easily pushed? Are the buttons linked to an easily controlled cursor which then easily selects choices? Does the system record votes if buttons are pushed with a prosthetic?
- E. Is your write-in ballot accessible? If so, please describe.
- F. Please describe how the system ensures voter privacy and independence for all portions of the voting process. Please include but do not limit your answer to the following portions of the voting process: initial review of ballot, candidate selection, review of all selections made, casting the vote, spoiling the ballot, and voter notification requirements such as over votes or under votes.
- G. Does the system allow the ballot to be recorded by a male or female rather than a synthesized voice? Does it allow the control of speech, speed and volume?
- H. When the auditory is used, is there a method to protect the secrecy of the vote (i.e. optional blackout screen)?
- I. Does the auditory follow voters' directions? Please describe the following: re-read anything the voter requests, allow voter to change votes, etc. Do the buttons allow the audio ballot to be moved backward or forward easily?
- J. Will features accessed through a cursor also be accessible by key stroke or buttons? Please describe.
- K. Does system offer the possibility for use of a mouth stick/puff and sip tube or other mobile control devices used with upper mobility impairments?
- L. Is the system software compatible with new accessible technologies? Please describe.

Section E. Reliability and Durability

This section will be used to set the expectation level for both election officials and poll workers. This includes definitions and reliable expectations as to how the equipment will function and react in the course of its use. Offerors who are proposing a paper-based solution shall be advised that many of these apply to an electronic voting unit. If the question does not apply, the offeror shall indicate why.

1. Equipment Durability

- A. How often does calibration need to occur?
- B. Explain the durability of your screens. How many touches before degradation?
- C. What types of durability tests have been performed on the proposed devices (impact, temperature, spills)?
- D. What is the reasonable usable life expectancy of the proposed devices?
- E. How does the battery life cycle compare to that of the device itself?
- F. What steps have been taken to stabilize the device and its internal components during transportation to and from the polling locations?
- G. Address the physical connections to the device when setting up an election. What is the durability of these connections? What remedies do we have if these wear out and are no longer reliable?

2. Equipment integrity

- A. What measures have been taken to insure the integrity of the device during ballot configuration? Transportation? Battery replacement?
- B. What measures have been taken to identify device tampering and monitoring?
- C. If wireless ports are available, how are they secured?
- D. If standard ports are used, how are they secured? If secured, how are they accessed (physical key, solenoid lock, etc.)?

3. Serviceability

- A. What is the weight of a complete device as transported to the polling location?
- B. Address the following items:
 - Input device (if needed)
 - Durability of movable parts (hinges, latches, etc)

- Battery replacement: (accessibility and ease of replacement, existing vote integrity during replacement.)
- C. What protects the unit from battery leakage?
- D. Is there a certain way and frequency the screens need to be handled or cleaned during use?

4. Storage-ability

- A. What are the recommended storage requirements to maintain optimum reliability? How high can the units be stacked without damaging the devices?
- B. Can the device interfaces and power connections be accessed through the case to reconfigure them for the next election? If so, what are the interfaces? (USB, Ethernet, etc.)?
- C. During storage, what actions must be taken to maintain battery life?
- D. What setup is needed for long-term storage of the devices to accommodate charging and storage environments?
- E. What environmental controls need to be addressed pertaining to long term storage? What are the specified maximum and minimum storage temperatures?
- F. If devices are powered during storage, how much heat does each device produce?

5. Preventative Maintenance

- A. What is the complete Preventative Maintenance Schedule of the equipment?
- B. Is there a method of monitoring or testing the battery?
- C. Is there certification software or hardware that could be run on each device as it is pulled out of storage to ensure every component and interface is working properly?

6. Disaster Recovery Plan

Has the offeror developed a disaster recovery plan or continuation of operations plan for the polling place or the election officials' offices in the event of an evacuation, disaster, etc.?

Attachment A Evaluation Sheet

VOTING SYSTEM/EQUIPMENT RFP # DG5502

Company Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score	Weight (0-5)	Points
1. Security and Accuracy -20% This includes the ability of the system to Guard against tampering, unauthorized Access and operator errors. <i>All minor headings below are weighted equally</i>				200
Voter Tampering				
Election Official Tampering				
Court Tampering				
Storage and Transportation				
Pre and Post Election Certification				
Training of Pollworkers				
Unauthorized Access				
Vendor Tampering				
Ballot Programming Tampering				
Management of Upgrades and Patches				
User Errors				
Modification to Ballots				
Repair				
Redundancy				
Audit Trail				

Recounts				
Demonstrate the Accuracy				
Other Security Considerations				
Digitally Signed Executable Versions				
Voter Verifiable Paper Ballot				
Reports on Electronic Voting Security				
Standards Update				
2. Election Management - 15% Set up, define, manage and tabulate an election. <i>All minor headings below are weighted equally</i>				150
Administrative Database				
Election Programming				
Ballot Set-up				
Back Up System				
Speed of System				
Absentee Voting				
Early Voting				
Provisional Voting				
Election Reporting Requirements				
System Audit Log				
Access to Election Data				
Recounts				
Graphics				
2. Ease of Use and Accessibility- 15% <i>All minor headings below are weighted equally</i>				150
Ease of Use – Election Officials				
Ease of Use - Pollworker				
Ease of Use - Voter				
Ease of Use – Accessibility for Disabilities				
3. Reliability and Durability– 10% How the equipment will function and react in course of use. <i>All minor headings below are weighted equally.</i>				100
Equipment Durability (Calibration, Batteries)				
Equipment Integrity				
Serviceability				
Storageability				
Preventative Maintenance				
4. Ability to Support System – 10% Vendors track record, training and support. <i>All minor headings below are weighted equally.</i>				100
Experience and Financial Capacity				
General Business Information				
Legal Status of the Company				
Previous Contract Termination				
Financial Information				

References				
Manufacturing				
Site visits				
Prior Experience				
Ballot Printing Scenarios				
Support and Training				
6. Cost – 30%			* Inserted by Purchasing	300
TOTAL EVALUATION POINTS			Total	1,000

* Purchasing will use the following cost formula: The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest proposed price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their proposed price is than the lowest proposed price. An offeror whose proposed price is more than double (200%) the lowest proposed price will receive no points. The formula to compute the points is : Cost Points x (2- Proposed Price/Lowest Proposed Price).

Section F. Cost/Price Proposal for Solicitation #DG5502

Offerors shall submit a separate, sealed cost proposal detailing the following information. Offerors must use the cost evaluation sheets provided in this RFP.

Bidder Name_____ Date_____

Type of Solution in this Proposal_____

1. The State of Utah is purchasing an entire voting solution which consists of:
 - A. An election day voting system which includes all delivery costs to anywhere in Utah, hardware, software, licenses, back-up system, election management equipment software and licenses and any related hardware and software with a full warranty. This includes at least one VWD unit in each polling location.
 - B. Absentee ballot system (and all components)
 - C. An election management system which integrates the total voting solution. The EMS also allows ballots to be defined by state and/or county elections officials and is the means whereby all components of an election are managed.
 - D. One license for all users in the State for all components of the voting solution.
2. Cost Questions
 - A. If the State of Utah does not opt to purchase the quantities indicated in the cost proposals, please indicate the amounts at which a quantity discount is given.
 - B. Will the cost of the license be a yearly fee or will the State be able to purchase the license out right?
 - C. What other items will the State or counties be required to purchase in order to store or transport the equipment that is not part of the offeror's proposal?
3. The State of Utah requires separate cost proposals depending on the type of solution the offeror is proposing. Offerors are not required to propose both solutions. As stated in this RFP, the state of Utah reserves the right to select which type of solution that meets its needs. If the offeror bids on one option and the State prefers the other option, the offeror's proposal for the unselected solution will be rejected. In addition to the items listed in #1, the proposal options are:

- A. Precinct based optical scan (or comparable paper-based system) plus one DRE/VWD unit per polling place.
- B. Total DRE solution plus an ABS.
- C. Other solution that meets the requirements of this RFP

OPTION A

Cost proposal item	Unit Cost (if applicable)	Total Cost	Comments
Precinct counters (1900).			
DRE/VWD unit (1500) and all required peripheral equipment if needed for effective use of the voting equipment in the precinct.			
DRE/VWD unit accessories Please specify:			
Shipping to anywhere in Utah.			
ABS, including central count scanners (high speed).			
Statewide license.			
Offeror supplied firmware, software and hardware for election management (EMS) and ballot tabulation.			
All third-party software licenses required for full operation of the solution provided by the offeror as part of the solution.			
Fees and expenses for services required by this RFP.			
Fees associated with software customization, integration or configuration.			
Fees and expenses associated with training.			
Fees and expenses associated with installation.			
Other costs to deliver the total goods and services associated with the purchase. Please specify:			
Total Proposed cost for goods and services.			
Warranty and maintenance on all			

software services through the first federal election cycle.			
Warranty and maintenance on all hardware and firmware services through the first federal election cycle.			
Proposed maintenance cost, support for the first year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the second year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the third year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the fourth year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
List and cost of all third-party software licenses required for installation of the system that are not included in the offeror's cost proposal. (The evaluation committee will use these to evaluate the full cost of ownership so these costs should not be included in the offeror's costs.)			
List and cost of all third-party			

hardware or firmware required for installation of the system that are not included in the offeror's cost proposal. (The evaluation committee will use these to evaluate the full cost of ownership so these costs should not be included in the offeror's costs.)			
Costs for additional precinct or central counters purchased by the State or counties of Utah. This price shall be guaranteed for a period of four (4) years after the original purchase and shall be adjusted if another jurisdiction purchases the same equipment at a lower price.			
Costs for additional DRE/VWD units purchased by the State or counties of Utah. This price shall be guaranteed for a period of four (4) years after the original purchase and shall be adjusted if another jurisdiction purchases the same equipment at a lower price.			
Cost of adding a compatible printer to any proposed DRE (complete with all software, hardware and firmware components) if one is required by federal law, state law or rule.			
Cost of other items after the initial purchase. Please describe:			
Cards or other activating devices			
Batteries			
Printers			
Misc. accessories (toner, ink, paper, etc.)			

Proposed hourly rate for the offerors to provide software, training or service enhancements after expiration of any warranties provided by the offeror. These costs include but are not limited to 1) travel costs to and from Utah for onsite work, 2) lodging, meals and out-of-pocket costs associated with	Hourly Rate	Comments
--	-------------	----------

travel, 3) shipping and delivery of materials relating to the project, and 4) telephone and data communication costs associated with the project. The hourly rates quoted shall be valid during the term of the contract.		
Project manager		
Business analyst		
Systems analyst/Programmer		
Network engineer/Designer/Administrator		
Database Administrator		
Technical writer		
Application trainer		
Other (specify)		

OPTION B

Cost proposal item	Unit Cost (if applicable)	Total Cost	Comments
DRE's for precincts (quantity 6000) and all required peripheral equipment if needed for effective use of the voting equipment in the precinct.			
DRE/VWD unit (1500) and all required peripheral equipment if needed for effective use of the voting equipment in the precinct.			
DRE/VWD unit accessories Please specify:			
Shipping to anywhere in Utah.			
ABS, including central count scanners (high speed).			
Statewide license			
Offeror supplied firmware, software and hardware for election management (EMS) and ballot tabulation.			
All third-party software licenses required for full operation of the solution provided by the offeror as part of the solution.			
Fees and expenses for services required by this RFP.			
Fees associated with software customization, integration or			

configuration.			
Fees and expenses associated with training.			
Fees and expenses associated with installation.			
Other costs to deliver the total goods and services associated with the purchase. Please specify:			
Total Proposed cost for goods and services.			
Warranty and maintenance on all software services through the first federal election cycle.			
Warranty and maintenance on all hardware and firmware services through the first federal election cycle.			
Proposed maintenance cost, support for the first year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the second year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the third year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the fourth year after the expiration of warranties			

provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
List and cost of all third-party software licenses required for installation of the system that are not included in the offeror's cost proposal. (The evaluation committee will use these to evaluate the full cost of ownership so these costs should not be included in the offeror's costs.)			
List and cost of all third-party hardware or firmware required for installation of the system that are not included in the offeror's cost proposal. (The evaluation committee will use these to evaluate the full cost of ownership so these costs should not be included in the offeror's costs.)			
Costs for additional precinct or central counters purchased by the State or counties of Utah. This price shall be guaranteed for a period of four (4) years after the original purchase and shall be adjusted if another jurisdiction purchases the same equipment at a lower price.			
Costs for additional DRE/VWD units purchased by the State or counties of Utah. This price shall be guaranteed for a period of four (4) years after the original purchase and shall be adjusted if another jurisdiction purchases the same equipment at a lower price.			
Cost of adding a compatible printer to any proposed DRE (complete with all software,			

hardware and firmware components) if one is required by federal law, state law or rule.			
Cost of other items after the initial purchase. Please describe:			
Cards or other activating devices			
Batteries			
Printers			
Misc. accessories (toner, ink, paper, etc.)			

Proposed hourly rate for the offerors to provide software, training or service enhancements after expiration of any warranties provided by the offeror. These costs include but are not limited to 1) travel costs to and from Utah for onsite work, 2) lodging, meals and out-of-pocket costs associated with travel, 3) shipping and delivery of materials relating to the project, and 4) telephone and data communication costs associated with the project. The hourly rates quoted shall be valid during the term of the contract.	Hourly Rate	Comments
Project manager		
Business analyst		
Systems analyst/Programmer		
Network engineer/Designer/Administrator		
Database Administrator		
Technical writer		
Application trainer		
Other (specify)		

OPTION C

Cost proposal item	Unit Cost (if applicable)	Total Cost	Comments
Proposed election day solution. Please specify.			
DRE/VWD unit (1500) and all required peripheral equipment if needed for effective use of the voting equipment in the precinct.			
DRE/VWD unit accessories Please specify:			
Shipping to anywhere in Utah.			

Proposed ABS. Please specify.			
Statewide license.			
Offeror supplied firmware, software and hardware for election management (EMS) and ballot tabulation.			
All third-party software licenses required for full operation of the solution provided by the offeror as part of the solution.			
Fees and expenses for services required by this RFP.			
Fees associated with software customization, integration or configuration.			
Fees and expenses associated with training.			
Fees and expenses associated with installation.			
Other costs to deliver the total goods and and services associated with the purchase. Please specify:			
Total Proposed cost for goods and services.			
Warranty and maintenance on all software services through the first federal election cycle.			
Warranty and maintenance on all hardware and firmware services through the first federal election cycle.			
Proposed maintenance cost, support for the first year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in teh RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the second year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the			

maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the third year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
Proposed maintenance cost, support for the fourth year after the expiration of warranties provided by the vendor. These maintenance costs shall be for the maintenance and support services specified in the RFP and detailed in the offeror's proposal.			
List and cost of all third-party software licenses required for installation of the system that are not included in the offeror's cost proposal. (The evaluation committee will use these to evaluate the full cost of ownership so these costs should not be included in the offeror's costs.)			
List and cost of all third-party hardware or firmware required for installation of the system that are not included in the offeror's cost proposal. (The evaluation committee will use these to evaluate the full cost of ownership so these costs should not be included in the offeror's costs.)			
Costs for additional equipment specified in this proposal purchased by the State or counties of Utah. This price shall be guaranteed for a period of four (4) years after the original purchase and shall be adjusted if			

another jurisdiction purchases the same equipment at a lower price.			
Costs for additional DRE/VWD units purchased by the State or counties of Utah. This price shall be guaranteed for a period of four (4) years after the original purchase and shall be adjusted if another jurisdiction purchases the same equipment at a lower price.			
Cost of adding a compatible printer to any proposed DRE (complete with all software, hardware and firmware components) if one is required by federal law, state law or rule.			
Cost of other items after the initial purchase. Please describe:			
Cards or other activating devices			
Batteries			
Printers			
Misc. accessories (toner, ink, paper, etc.)			

Proposed hourly rate for the offerors to provide software, training or service enhancements after expiration of any warranties provided by the offeror. These costs include but are not limited to 1) travel costs to and from Utah for onsite work, 2) lodging, meals and out-of-pocket costs associated with travel, 3) shipping and delivery of materials relating to the project, and 4) telephone and data communication costs associated with the project. The hourly rates quoted shall be valid during the term of the contract.	Hourly Rate	Comments
Project manager		
Business analyst		
Systems analyst/Programmer		
Network engineer/Designer/Administrator		
Database Administrator		
Technical writer		
Application trainer		
Other (specify)		

Attachment B. Information on Counties in Utah

Class, Population and Registered Voters by County

Class of County	County	Population	Active Registered Voters (7/1/04)	Current voting Equipment
First	Salt Lake	875,525	437,157	Punch card
700,000 +				
Second	Utah	340,877	156,338	Punch card
125,000-700,000	Davis	236,016	135,919	Punch card
	Weber	192,674	98,730	Punch card
Third	Cache	83,440	58,867	Punch card
18,000-125,000	Washington	82,436	49,278	Punch card
	Box Elder	41,974	28,610	Punch card
	Iron	28,103		Punch card
	Tooele	26,739	22,897	Punch card
	Uintah	25,307	14,447	Punch card
	Summit	25,882	18,904	Punch card
	Carbon	21,320	13,558	Punch card
	Sanpete	19,613	12,145	Punch card
	Sevier	18,081	9,703	Punch card
Fourth	Duchesne	13,656	8,309	Punch card
10,000-18999	San Juan	13,543	8,945	Optical scan
	Wasatch	13,228	10,827	Punch card
	Millard	12,093	6,531	Punch card
	Emery	10,360	6,586	Optical scan
Fifth	Grand	9,260	7,054	Punch card
3,500-10,000	Beaver	8,251	3,708	Punch card
	Morgan	6,812	5,124	Punch card
	Juab	6,635	5,172	Punch card
	Kane	6,856	4,288	Punch card
	Garfield	4,645	3,174	Punch card
Sixth	Wayne	2,587	1,741	Paper
1-3,500	Rich	1,823	1,523	Paper
	Piute	1,535	948	Paper

	Daggett	737	629	Paper
--	---------	-----	-----	-------

Source: Utah Association of Counties and State Elections Office

Standard Contract Terms and Conditions
State of Utah, Statewide Contracts
(Request for Proposals)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- 12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
- 14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgement to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places

determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002

**STATE OF UTAH
DIVISION OF PURCHASING**

BOND STATEMENT

BIDDING REQUIREMENTS

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

_____ 100% CASHIERS CHECK

_____ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company_____

Agent Name_____

Fax #_____ Phone #_____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.

BID BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
hereinafter referred to as the "Principal," and _____,
a corporation organized and existing under the laws of the State of _____, with its principal office in the City
of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular
570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies);
hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee,"
in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the
accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____
Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does
not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being
notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as
liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for
the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation
shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal
hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that the obligations
of the Surety under this Bond shall be for a term of sixty (60) days from the actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code
Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent
as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date
indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:

By: _____
Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
) ss.
COUNTY OF _____)
Seal)

On this _____ day of _____, personally appeared before me _____
_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn,
did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same
and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations,
and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____.

My Commission Expires: _____
Resides at: _____

APPROVED AS TO FORM:
February 11, 1991,
by ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL

NOTARY PUBLIC

PERFORMANCE BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies) hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____.

My commission expires: _____
Resides at: _____

NOTARY PUBLIC

APPROVED AS TO FORM:

February 11, 1991

ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL

PAYMENT BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____.
WITNESS OR ATTESTATION: **PRINCIPAL:**

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____.

My commission expires: _____
Resides at: _____

NOTARY PUBLIC

APPROVED AS TO FORM:

February 11, 1991

ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL